EXHIBIT 13

Noser Engineering AG ("Noser") Professional Services Agreement

1. DEFINITIONS.

1.1 "Google Material" means the computer system(s), software, the target platform, the Specifications as listed in the SOW, third party product(s), databases and data, documentation, proprietary or Confidential Information of Google, interfaces or other code owned or developed by Google, which Google provides to Noser for use in the performance of the Project.

1.2 "Material" means any Google Software(s) and related documentation, specifications, any additions or alterations thereto, any proprietary or Confidential Information of or its licensors, any and all interfaces or other software code, deliverables, specifications, documentation, and other materials, together with all ideas, concepts, know-how, techniques, inventions, Modifications, discoveries or improvements, which are owned, created or developed by Google, or Noser for Google in furtherance of this Agreement, either prior to, in the course of, or after Noser's performance of the Project services.

1.3 "Project" means the Google Material and Deliverables, which are provided by either party as specified in the Statement of Work.

1.4 "Deliverables" means all works of authorship, whether in hard copy or electronic form, including but not limited to programs, program listings, programming tools, designs, analyses, reports, manuals, supporting materials, test results, recommendations and drawings to be provided by Noser to Google pursuant to the terms of this Agreement and any SOW (defined below) issued hereunder. In all events, the Deliverables will be developed based on Google Material.

1.5 "Documentation" means, but is not limited to, any and all data other than Deliverables, whether in hard copy or electronic form, including reports, designs, analyses, computer programs, user manuals and other supporting material, summaries, literature, test results, recommendations or drawings generated by or its subcontractor(s) in the course of providing Services under this Agreement and any SOW hereunder, including all work-papers and other materials generated in the course of performance of Services and preparation of Deliverables.

1.6 "Statement of Work" ("SOW") means the document(s) agreed upon by Noser and Google which defines the Google Material and Project services to be performed under this Agreement, and the Deliverables, to be provided, all listed in the SOW and thereafter attached in the form of an attachment(s) to this agreement.

1.7 "Methodology" means Noser's proprietary methodologies for delivery of consulting services to Google during the course of the Project.

1.8 "Modification" means any alteration or addition made to Google Material by Noser which is developed from Google's proprietary information, know-how and expertise, whether to correct errors, provide temporary patches, improve performance, add a function or feature, maintain operating system and data base system compatibility, or otherwise.

2. SERVICES

2.1 Noser will provide to Google the Project services and Material under this Agreement, as set forth in the Statement of Work or "Project" (which can be used interchangeably). Additional or subsequent services may be provided hereunder by execution of a new sequentially-numbered Statement of Work as an attachment.

2.2 **Acceptance Procedure.** Upon completion of any work or Deliverable requiring Acceptance, Noser shall promptly provide a complete copy thereof to Google. At Google's request, Noser will demonstrate to Google the functionality of the work completed or Deliverable and shall provide Google with assistance in any additional review and testing of such Deliverable in accordance with any applicable acceptance criteria and test suites and shall be established and agreed by the parties in the Statement of Work. Upon accepting any work or Deliverable submitted by Noser, Google shall provide to Noser a written acceptance of such work or Deliverable. If Google, in its reasonable discretion, determines that any submitted Deliverable does not meet the acceptance criteria mutually agreed upon by the parties in the SOW Google shall have the time frames established in the SOW after Noser's submission of the work or Deliverable ("Acceptance Period") to give written notice thereof to Noser specifying the deficiencies in detail. Noser shall submit a revised piece of work or Deliverable to Google within the agreed timeframe for revisions after receiving such notice from Google. After completing any such cure, Noser shall resubmit the Deliverable for review and testing as set forth above. This resubmission and retesting procedure will be repeated until Google accepts the applicable Work or Deliverables or terminates this Agreement, in Google's sole, but reasonable discretion.

2.3 Warranty. For a period of eighteen (18) months after acceptance Noser warrants that the Deliverables will perform the functions and comply

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Importation and Reuse of Existing Code

At Noser's discretion, Noser may choose to use any or all of the following strategies to arrive at a working, complete, and compliant source base:

* Reuse and improve the code delivered by Google upon the inception of the project.
* Import and improve code from the Apache Harmony project (<http://harmony.apache.org/>) or from Bouncy Castle (<http://www.bouncycastle.org/>).
* Import and improve code from any other open source project, with prior approval from Google. Noser will use sources as stated above or any other as they become available.
* Write new code.

Testing / Acceptance Criteria

* The coding guidelines and code importation guidelines (above) will have been followed in code written by Noser.

* The combination of the Google VM with the delivered class libraries will be able to run the following applications without error:
    * javac as delivered by Google
    * headless eclipse

* To measure and compare efficiency, the following model is proposed:

    1. Pure Java Code (functionality that will only exist in the J2SE libraries) — The class libraries — minus classes that interact tightly with the VM — must be ported to another VM with mature class libraries and be demonstrated to run with effectively identical or superior efficiency compared to that other VM's original class libraries.

    2. Wrapped Functionality (functionality that will be available from both Google-specific libraries and the J2SE libraries, e.g. AWT) – Efficiency will be demonstrated by a test application that will run against Google APIs (non-J2SE) and against the J2SE class libraries on the same device with no noticeable degradation in performance.

    3. VM-specific Functionality (functionality that exists in the Google VM and will be invoked from the J2SE libraries) – This scenario entails testing the efficiency of Google's VM code through direct calls from the J2SE libraries. These tests are not relevant for the efficiency of the J2SE libraries.

    Each class will fall under one of these models [subject to agreement by Google and Noser]

    Additionally Noser will use a benchmark suite to continually test each version of the J2SE libraries. Benchmark details will be developed and agreed to by Noser and Google.

* Every class to be delivered (that directly implements part of the specification) must have one or more associated JUnit (<http://www.junit.org/>) test classes in a form compatible with JUnit 3.8.1. The test class(es) for a given specified class must include at least one nontrivial test method for each public or protected method or constructor of that class, and each such test method must pass when run on the target device.

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